

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 12, 2009

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - A. Darl Staley.
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Revocation of a Neighborhood Enterprise Zone Certificate. PLANNING & ECONOMIC DEVELOPMENT
 - C. Granting of Easement to Pro Fab, Inc. PLANNING & ECONOMIC DEVELOPMENT
 - D. Concession Contract for Pere Marquette Park. PUBLIC WORKS
 - E. Consideration of Bids for Watermain Replacement on Barclay, Larch to Ireland (W-710). ENGINEERING
 - F. Evergreen Cemetery Irrigation Well Bids. CEMETERY/FORESTRY
 - G. Budgeted GPS Purchase. PUBLIC WORKS
 - H. Budgeted Vehicle Purchase. PUBLIC WORKS
 - I. Request to Purchase Fire Engine. PUBLIC SAFETY
 - J. Interlocal Agreement – Justice Assistance Grant. PUBLIC SAFETY
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

- ***Reminder: Individuals who would like to address the City Commission shall do the following:***
- Fill out a request to speak form attached to the agenda or located in the back of the room.
- Submit the form to the City Clerk.
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

Date: May 12, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, April 28th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 28, 2009

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 28, 2009.

Mayor Warmington opened the meeting with a prayer from Pastor Tim Cross from the Living Word Church of Muskegon after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Sue Wierengo, Steve Wisneski, Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

Absent: Commissioner Chris Carter (excused)

2009-37 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the April 13th Commission Worksession, and the April 14th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Contractual Agreement – Michigan Department of State. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to enter into an agreement with the Michigan Department of State whereby the Department of State will allow us to access vehicle files and in turn, provide this information to Complus Data Innovations, the City's parking ticket vendor. This information will then be used by Complus to produce invoices for unpaid parking violations.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

C. Request to hold a Catamaran Sailing Event, and Camp Overnight at Pere Marquette. LEISURE SERVICES

SUMMARY OF REQUEST: Approval of resolution permitting overnight camping for the Catamaran Racing Association of Michigan, on August 1, 2009, at Pere Marquette Park.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution allowing for overnight camping at Pere Marquette for this event August 1 and August 2, 2009.

D. Request to Fly the Norwegian Flag. CITY CLERK

SUMMARY OF REQUEST: The Sons of Norway is requesting permission to fly the Norwegian Flag at City Hall on Friday, May 15th to Monday, May 18th to celebrate Norway's Constitution Day.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

E. Request to Purchase Uniform Pants. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting permission to purchase a different style of uniform pant from our supplier, Nye Uniform of Grand Rapids. The current pant (French Blue-Navy Blue stripe) has a list price of \$89.50 per pair. The new pant (Navy Blue-no stripe) has a list price of \$44.50 per pair.

Nye Uniform has agreed to a one-time bulk price of \$39.99 to switch to the new pant. Total cost for the switch (300 pair) is \$11,997.

On average we replace 120 pair of pants per year. That replacement cost, with our current pant, equates to \$10,740. Thus, the money is available in the current budget to make the switch and will result in long-term savings.

FINANCIAL IMPACT: Estimated \$1,200 in additional costs for pants this budget year.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the purchase.

F. Participation Agreement – Project IGNITE. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to enter into an agreement to participate in Project IGNITE. Project IGNITE is a law

enforcement sensitive information sharing project funded with Homeland Security grant funds. The project encompasses 13 counties that form the Michigan Homeland Security Region 6 and select cities within those counties.

Project IGNITE offers user agencies access to various records management systems throughout Region 6 for the purpose of preventing and/or solving crime and reducing the threat of domestic terrorism.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

G. Selection of Additional Siding Contractor. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: Community and Neighborhood Services department request to add Lewis Johnson Construction of 16076 Bonita Court, Grand Haven, MI, as one of the City's contractors for vinyl siding installers.

Lewis Johnson Construction will be installing vinyl siding on CDBG approved applicants homes for the price of \$65 per building square. If the Commission approves to add Johnson Construction, the total number of contractors working on the City's vinyl siding program will be two during the 2008-2009 fiscal year.

FINANCIAL IMPACT: Funding will be disbursed from the 2008-2009 CDBG siding program.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: Both the Commission and the CDC agreed on the current vinyl siding budget.

H. Purchase of 1387 7th, 71 E. Grand, 402 Southern, 1464 6th, and 982 Amity. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of the properties located at 1387 7th, 71 E. Grand, 402 Southern, 1464 6th and 982 Amity. The purchase price for the properties is the following:

1387 7th -- \$17,500

71 E. Grand -- \$4,950

402 Southern -- \$4,500

1464 6th -- \$7,500

982 Amity -- \$14,400

All of the acquisition properties will be part of the City's Neighborhood

Stabilization program which will consist of three components which include demolition, total rehabilitation and new construction.

FINANCIAL IMPACT: Funding for purchases will come from the City's \$1,400,000 Neighborhood Stabilization Grant from the U.S. Department of Housing and Urban Development and being administered through the Michigan State Housing Development Authority.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

I. Resolution Approving DELEG Grant Application. PLANNING &
ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the request to submit the grant application to the Michigan Department of Energy, Labor and Economic Growth (DELEG) for their Michigan Energy Efficiency Grant. The City will be asking for \$310,000 in funding for a new Heating, Ventilating and Air Conditioning system (HVAC) and for training local students how to install these systems. The grant application will state that the City is willing to provide up to \$10,000 in matching funds if necessary.

FINANCIAL IMPACT: The estimate from Trane, Inc. suggests that the City will save over \$43,000 in energy costs per year with the new system.

BUDGET ACTION REQUIRED: \$10,000 in matching funds, if required so by DELEG. There is no match required; however, matching funds will strengthen the chances of the grant being approved.

STAFF RECOMMENDATION: To approve the request and sign the resolution.

J. Consideration of Bids for H-1652 Home Street, Apple to just north of Creek. ENGINEERING

SUMMARY OF REQUEST: Award of the Home Street reconstruction project to McCormick Sand, Inc. out of Twin Lake, MI since they were the lowest responsible bidder with a total bid price of \$90,828.

FINANCIAL IMPACT: The construction cost of \$90,828 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to McCormick Sand, Inc.

K. Consideration of Bids for H-1647 Jefferson Street, Fourth to Strong. ENGINEERING

SUMMARY OF REQUEST: Award the Jefferson Street reconstruction project to McCormick Sand out of Twin Lake, MI since they were the lowest responsible

bidder with a total bid price of \$119,467.20.

While Brenner appears to be the lowest bidder, the fact is that they submitted the bid on the wrong proposal which is a clear violation to the pre-bid minutes.

FINANCIAL IMPACT: The construction cost of \$119,467.20 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to McCormick Sand, Inc.

L. Consideration of Bids for Sixth Street, Mason to Strong S-643.
ENGINEERING

SUMMARY OF REQUEST: Award the Sixth Street sewer and street improvements between Mason and Strong to Brenner Excavating out of Hopkins since they were the lowest responsible bidder with a total bid price of \$69,929.70.

FINANCIAL IMPACT: The construction cost of \$69,929.70 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Brenner Excavating.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to accept the Consent Agenda as presented.

ROLL VOTE: Ayes: Wierengo, Wisneski, Gawron, Shepherd, Spataro, Warmington
Nays: None

MOTION PASSES

2009-38 UNFINISHED BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 1850 Park. PUBLIC SAFETY

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 1850 Park is unsafe, substandard, a public nuisance and that it be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: General.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to concur with the Housing Board of Appeals notice and order to demolish 1850 Park.

ROLL VOTE: Ayes: Wisneski, Gawron, Shepherd, Spataro, Warmington, Wierengo

Nays: None

MOTION PASSES

2009-39 NEW BUSINESS:

A. Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 517M (Clerical Union) for Years 2009 – 2011. CITY MANAGER

SUMMARY OF REQUEST: To approve the tentative agreements with SEIU Local 517M for years 2009-2011.

FINANCIAL IMPACT: Information provided separately.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the tentative agreements and authorize the Mayor and Clerk to execute the agreement.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the collective bargaining agreement with the Service Employees International Union Local 517M (Clerical Union) for the years 2009-2011.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Wisneski

Nays: None

MOTION PASSES

B. Gypsy Moth Spraying. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to participate in the County's gypsy moth spraying program scheduled for 2009. The City has two sections where spraying is necessary for a total acreage of 466 at an anticipated cost of \$15,132 toward the actual spraying plus some additional cost for the mailing/advertisement that needs to be done before the actual spraying.

FINANCIAL IMPACT: Less than \$16,000 total.

BUDGET ACTION REQUIRED: The 2009 budget will need to be amended to cover this unbudgeted amount. If approved, the amendment will be reflected in the second quarter budget reforecast later this year.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Muskegon County to participate in the program.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to enter into an agreement with Muskegon County to participate in the gypsy moth spraying

program.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Wisneski

Nays: None

MOTION PASSES

C. Downtown Development Authority On-Premise Liquor License for Pi-Bar, LLC. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the resolution approving a Downtown Development Authority On-Premise Liquor License for Pi-Bar, LLC. The Liquor Control Code allows for additional liquor licenses within Downtown Development Authority Districts under certain conditions.

FINANCIAL IMPACT: Approval of the Liquor License will allow for a new restaurant in the downtown area which should result in increased revenue for the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the Downtown Development Authority On-Premise Liquor License for Pi-Bar, LLC.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Gawron

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Comments were made.

ADJOURNMENT: The City Commission Meeting adjourned at 6:07 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

AGENDA ITEM No. _____

MUSKEGON CITY COMMISSION – May 12, 2009

TO: Honorable Mayor & City Commissioners

FROM: Planning Department *CBC*

DATE: April 27, 2009

SUBJECT: Revocation of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST

Ashley C. Gill is in violation of Sec. 207.781 sec. 11 subsection (4) which states:

If the owner of the facility fails to make the annual payment of the neighborhood enterprise zone tax and the ad valorem property tax on the land under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157, the commission by order shall revoke the certificate. However, if payment of these taxes is made before the revocation is effective, the commission, upon application of the owner, shall rescind the order of revocation. If payment of these taxes and any subsequent ad valorem property tax due on the facility is made after revocation of the certificate, the commission, upon application of the owner, shall reinstate the certificate for the remaining period of time for which the original certificate would have been in effect.

Ashley C. Gill has failed to pay 2008 taxes for the property located at 1203 4th Street whose parcel number is 24-946-007-0001-00. Approval or denial by the City Commission is required must be forwarded to the State Tax Commission. Staff sent the owner a letter with the County Treasurer's phone number on it regarding the pay off amount of the delinquent property taxes on April 6, 2009 giving them until April 24, 2009 to pay the taxes. They remain unpaid.

FINANCIAL IMPACT

The property will no longer be able to take advantage of the certificate number 2006-0974 which allowed taxation at 50% of the State average for a stated number of years.

BUDGET ACTION REQUIRED

None.

STAFF RECOMMENDATION

Approve revocation of the NEZ certificate and have the Mayor and City Clerk sign the resolution and submit it to the State Tax Commission.

COMMITTEE RECOMMENDATION

None.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO REVOKE THE NEIGHBORHOOD ENTERPRISE ZONE
CERTIFICATE # 2006-0974**

WHEREAS, Ashley C. Gill has not paid their property taxes for the property located at 1203 4th Street in the Nelson neighborhood, and;

WHEREAS, the applicant owes for property taxes for the parcel # 24-946-007-0001-00 for the tax year 2008, which does not meet the eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, a letter was mailed to the property owner on April 6, 2009 with a deadline of April 24, 2009 with no response to the letter or payment being made;

NOW, THEREFORE, BE IT RESOLVED that the Neighborhood Enterprise Zone Certificate # 2006-0974 be revoked.

Adopted this, 12th day of May, 2009.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Warmington, Mayor

Attest: _____
Ann Marie Becker, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2009.

By: _____
Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: May 12, 2009

Date: April 27, 2009
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Granting of Easement to Pro Fab, Inc.

SUMMARY OF REQUEST:

To grant an easement across the City owned property located at 1690 Creston to Pro Fab, Inc., 1608 Creston Avenue. The easement will be used as a driveway for trucks to access the loading dock area at the side of their building. The only other access they have is through their parking lot. Although Pro Fab, Inc. is in Muskegon Township, by granting this easement, Pro Fab, Inc. will be able to expand on their building and provide for more jobs.

FINANCIAL IMPACT:

Pro Fab, Inc. has agreed to pay a one-time amount of \$500 for this easement.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To grant the easement to Pro Fab, Inc. and have the Mayor and Clerk sign the agreement.

COMMITTEE RECOMMENDATION:

None.

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of _____, 2009, between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Grantor"), and **Pro-Fab, Inc.**, a Michigan corporation, of 1608 Creston Street, Muskegon, Michigan 49442 ("Grantee"), on the following terms and conditions:

Recitals

A. Grantor is the owner of real property located at 1690 Creston Street in the City of Muskegon, Muskegon County, Michigan, more particularly described on Exhibit A attached hereto (the "City Property").

B. Grantee desires to obtain a permanent easement on, over, across, and through the City Property, and Grantor has agreed to grant to Grantee an easement for such purpose, as set forth herein.

NOW, THEREFORE, for valuable consideration, including a payment by Grantee to Grantor of Five Hundred (\$500) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Easement.** Grantor hereby grants to Grantee, its successors and assigns, an ingress and egress over part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Town 10 North, Range 16 West described as: The North 100 feet of the South 1016 feet of the West 460 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said section, except the South 80 feet of the West 360 feet thereof with respect to the City Property for the purposes, and on the terms and conditions set forth herein (the "Easement").

2. **Scope.** The Easement shall be appurtenant and shall run with the City Property.

3. **Use.** The Easement shall be used solely for ingress to and egress from Grantee's property.

- a. The Grantee will submit, for approval, to the City of Muskegon Planning Department all necessary site plans and fees required to obtain site plan approval for all improvements on the property before any such improvements are made.

- b. The easement will be paved with concrete or asphalt (if used by motor vehicles or trucks. There will also be no parking of any such vehicles on this easement or storage of any kind.
- c. Should there be any fencing proposed (which is recommended to have), such fencing proposed will need to be included on the minor site plan application and approved by the appropriate City staff.
- d. This easement shall in no way affect the Central Dispatch tower that is currently on the property.

4. **Warranty of Grantor.** Grantor warrants that it is the fee simple owner of the City Property and that it has full right and authority to convey it or any part of it, that it is free and clear of all encumbrances, and that Grantor will forever warrant and defend title to the City Property and the Easement against the lawful claims of all persons.

5. **Warranty of Grantee.** Grantee warrants that it has the right and authority to enter into this Easement Agreement.

6. **Repair.** Grantee shall promptly repair any damages to the City Property or to the improvements thereon caused by the Grantee exercising its rights under this Easement Agreement.

7. **Binding Effect.** This Easement Agreement shall bind the parties, and future successors and assigns will have to reiterate the easement agreement to reflect the different party(ies).

8. **Taxes.** Grantee shall pay all property taxes assessed against any personal property owned by Grantee and located on the City Property, if any. Notwithstanding the foregoing, Grantee shall be entitled to contest, in good faith, any such property taxes.

9. **Recording.** The parties shall record this Easement Agreement with the Muskegon County Register of Deeds, and Grantee shall pay all recording costs.

10. **Michigan Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

11. **Captions and Headings.** The captions and headings used in this Agreement are intended only for convenience and are not to be used in construing this Agreement.

12. **Entire Agreement.** This Easement Agreement and the attached exhibits constitute the entire agreement between the parties and supercede any prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

13. **Severability.** If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement

shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Amendment.** This Agreement shall not be amended or modified except in a writing signed by both parties.

This Easement Agreement was entered into on the date set forth above.

Witnesses:

Pro-Fab, Inc.

a Michigan corporation

By: _____

Mark Hoofman, Its President

City of Muskegon,

a Michigan municipal corporation

By: _____

Stephen J. Warmington, Its Mayor

and _____

Ann Marie Becker, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing was acknowledged before me this _____ day of _____, 2009, by Stephen J. Warmington and Ann Marie Becker, the Mayor and Clerk respectively, of the City of Muskegon, a Michigan municipal corporation, on behalf of the city.

Type/Print Name:

Notary Public, Muskegon County, Michigan
Acting in the County of Muskegon

My commission expires: _____

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing was acknowledged before me this _____ day of _____, 2009, by Mark Hoofman, the _____ of Pro-Fab, Inc., a Michigan corporation, on behalf of the corporation.

Type/Print Name:

Notary Public, Muskegon, Michigan
Acting in the County of Muskegon

My commission expires: _____

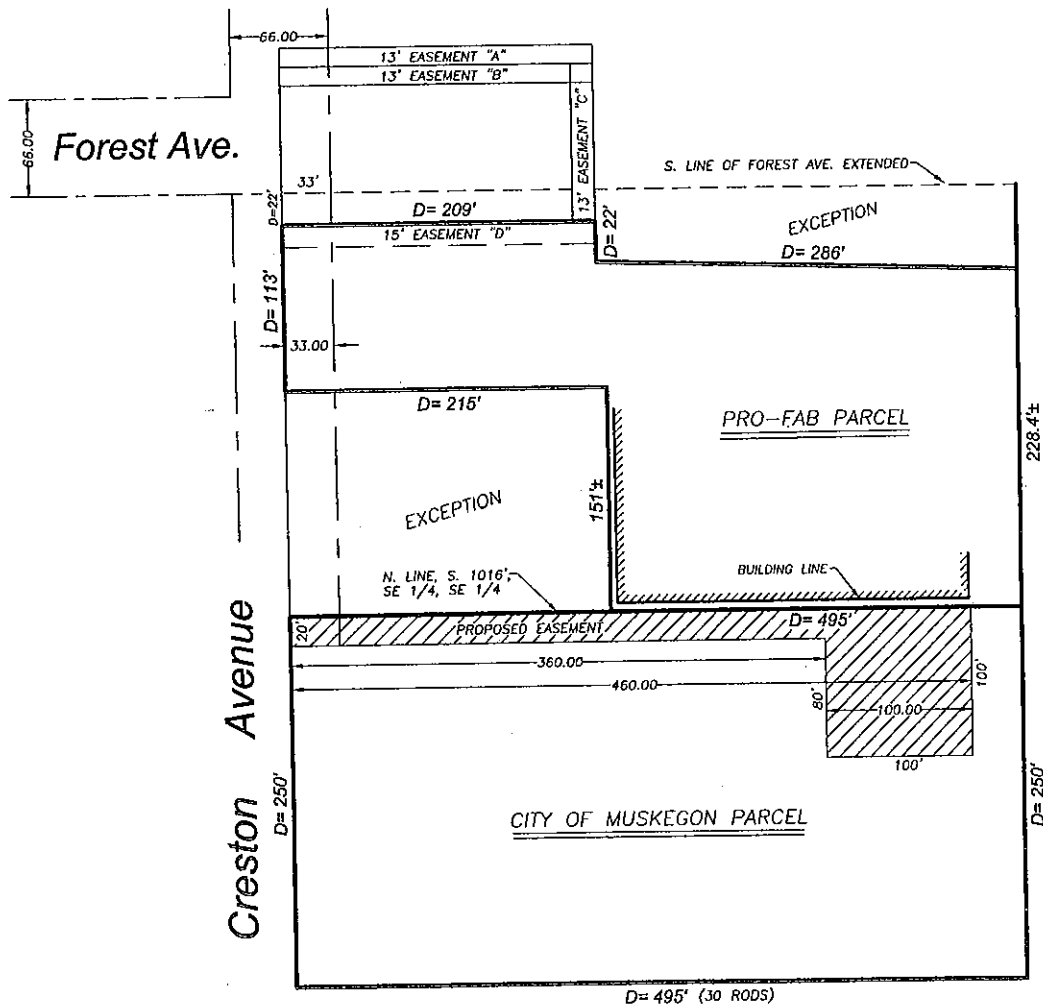
SKETCH OF DESCRIPTIONS

SURVEY FOR: Production Fabricators, Inc.
1608 Creston Avenue
Muskegon, MI 49442

This parcel is located in the City of Muskegon, Muskegon
County, State of Michigan, described as follows:

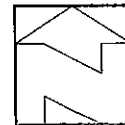
SEE SHEET 2 OF 2 FOR COMPLETE LEGAL DESCRIPTIONS

RE: Mark Hoofman



PROPOSED EASEMENT:

An easement for ingress and egress over part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 10 North, Range 16 West described as: The North 100 feet of the South 1016 feet of the West 460 feet of the Southeast 1/4 of the Southeast 1/4 of said Section, Except the South 80 feet of the West 360 feet thereof.



Scale: 1" = 100'

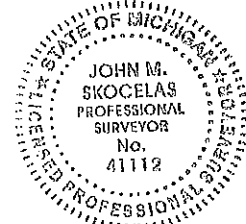
This sketch was prepared based upon the furnished legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions of record.

John M. Skocelas
JOHN M. SKOCELAS P.S. #41112

Skocelas Land Surveying, Inc.

6318 Red Rock Court
Norton Shores, MI. 49444
Phone: (231) 799-0290
Fax: (231) 799-0292

D = Deed Dimension
R = Recorded Dimension
M = Measured Dimension
○ = Set Iron Stake
● = Found Iron Stake
■ = Concrete



File No: SLS090122

Date: 03/07/09

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: May 12, 2009

SUBJECT: Concession Contract for Pere Marquette Park

SUMMARY OF REQUEST:

Permission to enter into 1-year contractual agreement with Ken Huston of Amazing Gift Direct, LLC for operating a Concession (The Island Concession) at P.M. Park.

FINANCIAL IMPACT:

Contract revenue is unknown at this time. Approximately \$325-\$1200 per year in revenue was received from previous vendor (Dan Etterman of Sandy Bottoms Concession) during the 2003-8 contracts.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve request.

COMMITTEE RECOMMENDATION:

The Leisure Services Board has been notified of intended contractual agreement.

DEPARTMENT OF PUBLIC WORKS
1350 E. KEATING
MUSKEGON, MI 49442

CONCESSION AGREEMENT

AGREEMENT made the 22nd day of May, 2009, between the City of Muskegon Department of Public Works, Muskegon, Michigan, hereinafter called the City, and Ken Huston, "The Island" concession and Amazing Gifts Direct LLC of 1444 Palmer, Muskegon, MI 49441, (231-557-8995), hereinafter called Concessionaire.

IT IS THEREFORE AGREED:

1. Activity: Concessionaire hereby agrees that it will operate a concession at Pere Marquette Park, which is the property of the City of Muskegon. Concessionaire shall contract for and carry out and be responsible for all obligations thereunder for the place, suppliers, and advertising for the concession. Concessionaire shall apply for and pay premiums for insurance to fully protect the public, and the City, from any and all liability that may arise or be incurred as consequence of the concession. Concessionaire shall have such insurance in the amount of \$1,000,000. A copy of the Certificate of Insurance naming the City as additional insured shall be supplied to the City. The certificate shall provide that no cancellation shall be effective without a 30 day notice to the City.
2. The concession activity shall be limited to the following activity: Retail sales of prepackaged ice cream, pop, candy. Selling of misc. beach novelties i.e. beach balls, sand toys, floats, sun screen, ect. Rental of beach chairs, umbrellas, skim/boogie boards, and sport tubes.
3. Hold Harmless: Concessionaire shall indemnify, defend and save the City harmless from and against any and all claims, actions, damages, liability, attorney fees, and expense in connection with the loss of life, bodily injury and/or damage to property arising from any occurrence in or about the premises occupied or utilized by Concessionaire or any part thereof or resulting in whole or part from any intentional or negligent act or omission of the Concessionaire, it's employees, invitees, licenses or contractors.
4. Obligations: The City shall provide the following services for the concessionaire Power, outside park garbage cans, and or picnic table(s)-(chained down) to be placed in front and or side of building.

5. Fee to City: No later than October 31st, 2009 and or as described in (a) below, Concessionaire will render an accounting of its activities to the City and at that time pay all fees/commissions/debts owed to the City of Muskegon.
- (a). Concessionaire shall pay the City ten percent (10%) of gross receipts, for the duration of Concessionaire's operation. Also the Concessionaire agrees to make payments of \$250.00 on both July 31, 2009 and 30 days after end of 2009 season to the City of Muskegon. Such payment shall in no way benefit any member, officer, or director of the City, but shall be applied to expenses of the City in the execution of its general purposes. Concessionaire may retain the balance of receipts to devote to the execution of its general purposes.
6. Conditions: Concessionaire shall in no way obligate or change City properties, or charge City without it's consent in writing, nor shall Concessionaire assign it's rights or obligations hereunder without the written consent of the City. The Concessionaire understands that the City does not provide exclusivity with concession contracts, and that other concessions could be within the above named facility. The location of the concession may also need to change for special events within the property. Both the Concessionaire and the City shall comply with all the laws of the United States and the State of Michigan, all ordinances of the City of Muskegon, and all rules and regulations of the Police and Fire Departments, or other municipal authorities within the County of Muskegon, and will obtain and pay all necessary permits and licenses applicable to each, and will not suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules or requirements.
7. Terms: This agreement shall be and remain in force from May 22, 2009 until and including September 30, 2009, except that either party may cancel same by giving to the other thirty (30) days notice in writing.

IN WITNESS WHEREOF, the parties, by their duly authorized officers have executed this agreement.

DEPARTMENT OF PUBLIC WORKS

WITNESSES:

By: _____

CONCESSIONAIRE

By: _____

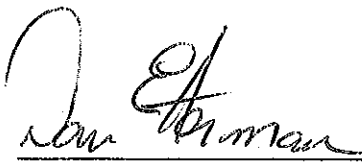
To whom it may concern:

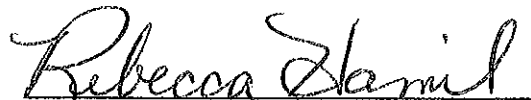
I Dan Etterman of Sandy Bottoms Snack Shop, a Concessionaire at Pere Marquette Park during the 2008 season, in Muskegon, MI, have waived any and all ownership rights to property associated with said concession.

Furthermore I, Dan Etterman, have negotiated the sale of existing refrigerator units and shelving units in said concession, to the proposed 2009 season concessionaire, Ken Huston, aka Amazing Gifts Direct, LLC, for the negotiated price of \$500.00.

The negotiated price of \$500.00, of said property, once sold, is then to be deducted from the \$1100.00 owed the City of Muskegon, from the outstanding 2008 Concession season agreement. That negotiated \$500.00 is then to be applied to the amount owed in the 2009 Concessionaire agreement with Ken Huston. The remaining amount owed the City of Muskegon, from the contracted concession agreement, dated the 1st day of May 2008 then shall be \$600.00 once said property is sold. If said property is not sold then the amount owed the City of Muskegon shall be the entire \$1100.00.

I Dan Etterman, by my signature below, have waived all rights and ownership to any and all property associated with Sandy Bottoms Snack Shop during the 2008 season and or any agreements previous to said season.


Dan Etterman


Witness

 4-20-09
Doug Sayles-City of Muskegon

 4-20-09
Witness

Date: May 12, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Watermain replacement in Barclay, Larch to Ireland (W-710)

SUMMARY OF REQUEST:

Award the watermain replacement project on Barclay from Larch to Ireland (W-710) to Thompson Brothers, Inc. out of Twin Lake, MI since they were the lowest responsible bidder with a total bid price of \$105,584.25 (see attached bid tabulation).

FINANCIAL IMPACT:

The construction cost of \$105,584.25 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

This project was budgeted at \$85,000 thus the budget will have to be revised in the second quarter reforecast to address the \$35,000 shortfall between cost and budgeted numbers.

STAFF RECOMMENDATION:

Award the contract to Thompson Brothers, Inc.

COMMITTEE RECOMMENDATION:

BID PROPOSAL 04/28/09

CONTRACTOR ADDRESS CITY/ST/ZIP					ENGINEER'S ESTIMATE		LEE'S TRENCHING SERVICE 1201 76th ST. SW BYRON CENTER, MI 49315		FELCO CONTRACTORS 874 PULASKI AVE. MUSKEGON, MI 49441		DOUBLE L ENTERPRISES 5215 INDUSTRIAL Park DR MONTAGUE, MI 49437		RON MEYER & ASSOC 1357 76TH AVE. ZEELAND, MI 49464		McCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445		JACK DYKSTRA EXCAVATING 3677 3 MILE RD. NW GRAND RAPIDS, MI 49534			
ITEM OF WORK					UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	Bend, 8 inch, 45 Degree, DI MJ				Ea	6.0	\$ 400.00	\$ 2,400.00	\$ 355.00	2,130.00	\$ 275.00	1,650.00	\$ 287.70	1,726.20	\$ 270.00	1,620.00	\$ 340.00	2,040.00	\$ 200.00	1,200.00	\$ 250.00	1,500.00
2	Corporation Stop, 1 inch				Ea	9.0	\$ 250.00	\$ 2,250.00	\$ 195.00	1,755.00	\$ 150.00	1,350.00	\$ 160.00	1,440.00	\$ 170.00	1,530.00	\$ 260.00	2,340.00	\$ 130.00	1,170.00	\$ 95.00	855.00
3	Curb and Gutter, Conc, STD DET 1				Ft	198.0	\$ 12.00	\$ 2,376.00	\$ 21.35	4,227.30	\$ 18.00	3,564.00	\$ 16.80	3,326.40	\$ 16.00	3,168.00	\$ 10.00	1,980.00	\$ 15.00	2,970.00	\$ 9.00	1,782.00
4	Curb and Gutter, Rem				Ft	198.0	\$ 10.00	\$ 1,980.00	\$ 4.00	792.00	\$ 6.00	1,188.00	\$ 5.54	1,096.92	\$ 4.00	792.00	\$ 1.00	198.00	\$ 5.00	990.00	\$ 6.50	1,287.00
5	Curb Stop 1 inch, Mueller #15150 or Equal				Ea	9.0	\$ 250.00	\$ 2,250.00	\$ 365.00	3,285.00	\$ 200.00	1,800.00	\$ 240.76	2,166.84	\$ 170.00	1,530.00	\$ 360.00	3,240.00	\$ 200.00	1,800.00	\$ 170.00	1,530.00
6	Dr Structure Cover, Adj, Case 1, Modified				Ea	3.0	\$ 500.00	\$ 1,500.00	\$ 350.00	1,050.00	\$ 300.00	900.00	\$ 560.75	1,682.25	\$ 400.00	1,200.00	\$ 450.00	1,350.00	\$ 250.00	750.00	\$ 500.00	1,500.00
7	Dr Structure, tap				Ea	1.0	\$ 500.00	\$ 500.00	\$ 300.00	300.00	\$ 700.00	700.00	\$ 1,277.55	1,277.55	\$ 400.00	400.00	\$ 200.00	200.00	\$ 200.00	200.00	\$ 160.00	160.00
8	Driveway, Conc, Rem				Syd	43.0	\$ 5.00	\$ 215.00	\$ 3.00	129.00	\$ 12.00	516.00	\$ 10.25	440.75	\$ 8.00	344.00	\$ 5.00	215.00	\$ 5.00	215.00	\$ 6.00	258.00
9	Driveway, Nonreinf Conc, 6 Inch, Modified				Syd	43.0	\$ 30.00	\$ 1,290.00	\$ 42.70	1,836.10	\$ 25.00	1,075.00	\$ 30.00	1,290.00	\$ 27.00	1,161.00	\$ 26.00	1,118.00	\$ 28.00	1,204.00	\$ 23.40	1,006.20
10	Hydrant, 6 inch, Standard				Ea	2.0	\$ 1,500.00	\$ 3,000.00	\$ 1,955.00	3,910.00	\$ 2,200.00	4,400.00	\$ 2,506.86	5,013.72	\$ 1,900.00	3,800.00	\$ 2,040.00	4,080.00	\$ 3,000.00	6,000.00	\$ 1,785.00	3,570.00
11	MH Casting EJIW #1045 or Equal				Ea	3.0	\$ 495.00	\$ 1,485.00	\$ 420.00	1,260.00	\$ 600.00	1,800.00	\$ 807.00	2,421.00	\$ 450.00	1,350.00	\$ 425.00	1,275.00	\$ 400.00	1,200.00	\$ 300.00	900.00
12	Pavt, Rem, Modified				Syd	1095.0	\$ 4.00	\$ 4,380.00	\$ 1.65	1,806.75	\$ 6.00	6,570.00	\$ 3.75	4,106.25	\$ 2.50	2,737.50	\$ 1.80	1,971.00	\$ 2.65	2,901.75	\$ 2.37	2,595.15
13	Plug, 8 inch, DI MJ				Ea	1.0	\$ 250.00	\$ 250.00	\$ 145.00	145.00	\$ 200.00	200.00	\$ 80.89	80.89	\$ 250.00	250.00	\$ 140.00	140.00	\$ 100.00	100.00	\$ 130.00	130.00
14	Prepared soil and seed				Syd	144.0	\$ 4.00	\$ 576.00	\$ 8.00	1,152.00	\$ 3.00	432.00	\$ 12.51	1,801.44	\$ 6.00	864.00	\$ 5.00	720.00	\$ 4.00	576.00	\$ 12.00	1,728.00
15	Reducer, 8 inch x 4 inch, DI MJ				Ea	1.0	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 200.00	200.00	\$ 213.33	213.33	\$ 200.00	200.00	\$ 310.00	310.00	\$ 150.00	150.00	\$ 185.00	185.00
16	Reducer, 8 inch X 6 inch, DI MJ				Ea	3.0	\$ 300.00	\$ 900.00	\$ 260.00	780.00	\$ 250.00	750.00	\$ 195.24	585.72	\$ 210.00	630.00	\$ 320.00	960.00	\$ 150.00	450.00	\$ 200.00	600.00
17	Sand Refill				Cyd	1300.0	\$ 8.00	\$ 10,400.00	\$ 6.05	7,865.00	\$ 6.00	7,800.00	\$ 7.00	9,100.00	\$ 11.00	14,300.00	\$ 9.00	11,700.00	\$ 10.00	13,000.00	\$ 11.90	15,470.00
18	Sleeve, 4 inch, Long, DI MJ				Ea	1.0	\$ 250.00	\$ 250.00	\$ 405.00	405.00	\$ 150.00	150.00	\$ 428.08	428.08	\$ 170.00	170.00	\$ 425.00	425.00	\$ 100.00	100.00	\$ 300.00	300.00
19	Sleeve, 6 inch, Long, DI MJ				Ea	3.0	\$ 350.00	\$ 1,050.00	\$ 450.00	1,350.00	\$ 180.00	540.00	\$ 460.75	1,382.25	\$ 200.00	600.00	\$ 143.00	429.00	\$ 150.00	450.00	\$ 370.00	1,110.00
20	Sleeve, 8 inch, Long, DI MJ				Ea	2.0	\$ 400.00	\$ 800.00	\$ 495.00	990.00	\$ 200.00	400.00	\$ 519.95	1,039.90	\$ 250.00	500.00	\$ 350.00	700.00	\$ 170.00	340.00	\$ 415.00	830.00
21	Tee, 8 inch X 6 inch, DI MJ				Ea	2.0	\$ 400.00	\$ 800.00	\$ 385.00	770.00	\$ 375.00	750.00	\$ 431.12	862.24	\$ 370.00	740.00	\$ 430.00	860.00	\$ 250.00	500.00	\$ 330.00	660.00
22	Traffic Control				LS	1.0	\$ 1,500.00	\$ 1,500.00	\$ 3,435.00	3,435.00	\$ 3,000.00	3,000.00	\$ 5,800.00	5,800.00	\$ 4,100.00	4,100.00	\$ 6,935.70	6,935.70	\$ 5,300.00	5,300.00	\$ 6,300.00	6,300.00
23	Underdrain 6 inch pipe				Ft	652.0	\$ 4.00	\$ 2,608.00	\$ 4.15	2,705.80	\$ 9.00	5,868.00	\$ 2.41	1,571.32	\$ 4.00	2,608.00	\$ 2.00	1,304.00	\$ 5.00	3,260.00	\$ 4.10	2,673.20
24	Valve, 6 inch, Gate with Box				Ea	2.0	\$ 600.00	\$ 1,200.00	\$ 700.00	1,400.00	\$ 700.00	1,400.00	\$ 882.29	1,764.58	\$ 640.00	1,280.00	\$ 825.00	1,650.00	\$ 700.00	1,400.00	\$ 685.00	1,370.00
25	Valve, 8 Inch, Gate, With Box				Ea	6.0	\$ 1,000.00	\$ 6,000.00	\$ 1,010.00	6,060.00	\$ 855.00	5,130.00	\$ 1,112.09	6,672.54	\$ 900.00	5,400.00	\$ 1,040.00	6,240.00	\$ 1,000.00	6,000.00	\$ 935.00	5,610.00
26	Water Service, 1 Inch, Copper Type K				Ft	254.0	\$ 18.00	\$ 4,572.00	\$ 11.50	2,921.00	\$ 13.00	3,302.00	\$ 31.69	8,049.26	\$ 20.00	5,080.00	\$ 11.50	2,921.00	\$ 12.50	3,175.00	\$ 18.70	4,749.80
27	Watermain 4 inch CI 52 D.I.				Ft	8.0	\$ 40.00	\$ 320.00	\$ 20.50	164.00	\$ 19.00	152.00	\$ 94.79	758.32	\$ 29.00	232.00	\$ 20.00	160.00	\$ 20.00	160.00	\$ 46.15	369.20
28	Watermain 6 inch CI 52 D.I.				Ft	60.0	\$ 40.00	\$ 2,400.00	\$ 24.70	1,482.00	\$ 21.00	1,260.00	\$ 38.06	2,283.60	\$ 30.00	1,800.00	\$ 25.00	1,500.00	\$ 20.00	1,200.00	\$ 32.10	1,926.00
29	Watermain 8 inch CI 52 D.I.				Ft	733.0	\$ 35.00	\$ 25,655.00	\$ 40.25	29,503.25	\$ 26.00	19,058.00	\$ 49.56	36,327.48	\$ 38.00	27,854.00	\$ 38.00	27,854.00	\$ 20.00	14,660.00	\$ 34.40	25,215.20
30	Aggregate Base, 6 inch				Syd	1095.0	\$ 5.00	\$ 5,475.00	\$ 5.35	5,858.25	\$ 4.50	4,927.50	\$ 6.67	7,303.65	\$ 5.00	5,475.00	\$ 6.90	7,555.50	\$ 4.50	4,927.50	\$ 4.90	5,365.50
31	Cold Milling HMA Surface				Syd	902.0	\$ 2.00	\$ 1,804.00	\$ 1.95	1,758.90	\$ 2.50	2,255.00	\$ 2.76	2,489.52	\$ 2.00	1,804.00	\$ 1.85	1,668.70	\$ 2.00	1,804.00	\$ 1.45	1,307.90
32	Erosion Control, Inlet Protection, Fabric Drop				Ea	8.0	\$ 100.00	\$ 800.00	\$ 70.00	560.00	\$ 100.00	800.00	\$ 112.07	896.56	\$ 125.00	1,000.00	\$ 50.00	400.00	\$ 120.00	960.00	\$ 100.00	800.00
33	HMA, 3C				Ton	106.0	\$ 60.00	\$ 6,360.00	\$ 78.00	8,268.00	\$ 74.00	7,844.00	\$ 80.78	8,562.68	\$ 74.00	7,844.00	\$ 74.90	7,939.40	\$ 73.00	7,738.00	\$ 73.44	7,784.64
34	HMA, 4C				Ton	214.0	\$ 65.00	\$ 13,910.00	\$ 77.00	16,478.00	\$ 73.00	15,622.00	\$ 80.03	17,126.42	\$ 73.00	15,622.00	\$ 74.20	15,878.80	\$ 72.00	15,408.00	\$ 72.76	15,570.64
35	Maintenance Gravel, LM				Cyd	100.0	\$ 20.00	\$ 2,000.00	\$ 18.90	1,890.00	\$ 15.00	1,500.00	\$ 30.47	3,047.00	\$ 3.00	300.00	\$ 2.00	200.00	\$ 15.00	1,500.00	\$ 29.40	2,940.00
36	Sidewalk, Conc, 4 inch				Sft	360.0	\$ 4.00	\$ 1,440.00	\$ 5.45	1,962.00	\$ 3.00	1,080.00	\$ 3.03	1,090.80	\$ 2.75	990.00	\$ 2.50	900.00	\$ 3.00	1,080.00	\$ 2.25	810.00
37	Sidewalk, Conc, 6 inch				Sft	120.0	\$ 5.00	\$ 600.00	\$ 5.75	690.00	\$ 3.00	360.00	\$ 4.31	517.20	\$ 3.75	450.00	\$ 2.90	348.00	\$ 4.00	480.00	\$ 2.70	324.00
38	Sidewalk, Rem				Syd	53.0	\$ 5.00	\$ 265.00	\$ 3.00	159.00	\$ 5.00	265.00	\$ 11.41	604.73	\$ 8.00	424.00	\$ 9.00	477.00	\$ 5.00	265.00	\$ 6.00	318.00
	TOTAL							\$ 115,811.00		\$ 121,483.35		\$ 110,558.50		\$ 146,347.39		\$ 120,149.50		\$ 120,183.10		\$ 105,584.25		\$ 121,390.43

To: Honorable Mayor and City Commissioners

From: Cemetery/Forestry Department

Date: 5/6/2009

Re: Evergreen Cemetery Irrigation Well Bids

SUMMARY OF REQUEST:

Authorize staff to accept the alternate bid from Brass-Mar Water Wells. Their alternate bid of \$23,402 is for the same size well (eight inch casing), but with a smaller pump motor, 15hp instead of the 25hp. The 15hp motor will adequately irrigate Evergreen Cemetery. The only additional cost will be to upgrade the electric service at Evergreen Cemetery from a 100 amp service to a 200 amp service to accommodate the new well pump. An estimated cost of \$2,000.

FINANCIAL IMPACT:

Less than \$27,000 total.

BUDGET ACTION REQUIRED:

This project is on the 2009 Capital Improvement Budget for \$30,000.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Brass-Mar Water Wells to drill well and install and connect with the present irrigation system.

COMMITTEE RECOMMENDATION:

DeCou, Larry

From: DeCou, Larry
Sent: Thursday, April 23, 2009 3:30 PM
To: Sayles, Doug
Subject: Well

Bids on the Evergreen Cemetery Well.

Brass-Mar water wells	\$24,578.	Alternate bid	\$23402.
Goyon Well Drilling	\$25,797	Alternate bid	\$26,548
Reigler well drilling	\$38,640		

4/23/2009

Date: 05/12/09
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted GPS Purchase

SUMMARY OF REQUEST: Approval to purchase 11 GPS receivers from Advanced Tracking Technologies.

FINANCIAL IMPACT: Cost \$9,558.45

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of GPS receivers from Advanced Tracking Technologies.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 05/12/09

Re: Budgeted GPS Purchase

The Equipment Division has scheduled for the purchase of 10 “real time” Global Positioning System (GPS) receivers for our vehicles and equipment. A recent price reduction has allowed us to purchase an additional unit for a total of 11 with the money budgeted.

We currently have about 50 of these unit installed on our daily use vehicles and are extremely satisfied with their performance.

In accordance with established purchasing policy, we are requesting permission to purchase 11 GPS units from Advanced Tracking Technologies out of Houston Texas.

Date: 05/12/09
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Purchase

SUMMARY OF REQUEST: authorize staff to purchase two (2) Ford Rangers from Vanderhyde Ford.

FINANCIAL IMPACT: Cost \$23,594.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to purchase the two trucks.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 05/12/09

Re: Budgeted Vehicle Replacement

The Equipment Division has scheduled the replacement of two small pickup trucks for this year. These vehicles will be used by the Zoning Environmental Inspectors to police neighborhoods for violations and to pick up illegal signs.

We have requested prices from area dealers as well as the statewide purchasing contracts. Attached is a summary of the bids.

In accordance with established purchasing policy, we are requesting permission to purchase two Ford Ranger trucks from Vanderhyde Ford.

Equipment Purchase - 2009				
	<u>Macomb County</u>	<u>Great Lakes Ford</u>	<u>Fremont Ford</u>	<u>Vanderhyde Ford</u>
	<u>3942 W. Lansing</u>	<u>2469 E. Apple Ave</u>	<u>7148 W. 48th</u>	<u>345 N. Main</u>
<u>Type of Vehicle</u>	<u>Perry Mi 48872</u>	<u>Muskegon Mi 49442</u>	<u>Fremont Mi. 49412</u>	<u>Cedar Springs Mi. 49319</u>
2 Ford Rangers	\$12,024.00	\$12,242.00	\$11,825.00	\$11,797.00
Total	\$24,048.00	\$24,484.00	\$23,650.00	\$23,594.00

CITY COMMISSION MEETING
Tuesday, May 12, 2009

TO: Honorable Mayor and City Commissioners

FROM: Mark Kincaid
Deputy Director of Public Safety

DATE: May 7, 2009

SUBJECT: Request to Purchase Fire Engine

SUMMARY OF REQUEST:

Fire Department staff solicited bids for the procurement of a fire engine. The engine would be a standard front-line engine which would replace our current Engine 25. The low bid, which meets all stated specifications, was submitted by Crimson Fire, 907 7th Ave., Brandon, South Dakota. Crimson is a subsidiary of Spartan Motors of Charlotte, Michigan. The bid price submitted by Crimson is \$507,963. A bid sheet is attached. This price is over the budget allotted for this purchase.

FINANCIAL IMPACT:

Funds for this purchase would be drawn from the City's Public Improvement Fund.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Reject the bid because it is over budget, but allow Fire Department staff to enter into negotiations with Crimson Fire to purchase a fire engine that would meet budget guidelines.

Bid Sheet for Muskegon Fire Department New Engine 25

Specification packets were sent to four Fire Apparatus Manufacturer Dealers. Of the four manufacturer dealers only two responded. The bids were opened in the City Clerk's office on April 7, 2009.

Crimson Fire of Brandon, South Dakota Zahnen Truck Service and Equipment PO Box 335 Greenville MI 48838	\$507,963.00
--	--------------

Pierce Manufacturing of Appleton, Wisconsin Halt Fire Inc. 50168 West Pontiac Trail Wixom, MI, 48393	No response
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Seagrave Fire Apparatus of Clintonville, Wisconsin Sales and Marketing of Michigan 16698 Northwood Trail Spring Lake MI 49456	No response
--	-------------

Sutphen Corporation of Amlin, Ohio Apollo Fire Equipment 12584 Lakeshore Dr. Romeo MI 48065	Sent regrets that they were unable to bid at the present time
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Specification packets were also available in the City Clerk's office in case any other manufacturer wished to respond to the Muskegon Chronicle ad.

CITY COMMISSION MEETING
Tuesday May 12, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: May 7, 2009

SUBJECT: Interlocal Agreement-Justice Assistance Grant

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the following municipalities and the county of Muskegon in regards to the disbursement of the 2009 Justice Assistance Grant. The municipalities include the Village of Fruitport, the city of Muskegon Heights, the city of Norton Shores and Muskegon Charter Township. The money in this grant will be shared by these entities. The funds allocated to our city will be used to pay for the following for the next two years:

- Reinstatement of the summer programs at Sheldon and McCrea Parks
- Development of an evening recreation program aimed at teens.
- Development of a police cadet program
- Lease payments on narcotics vehicles.

Total award amount to the city is \$ 174,535.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval of this request.

THE STATE OF MICHIGAN

CONTRACT NO. _____

COUNTY OF MUSKEGON

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF MUSKEGON, FRUITPORT VILLAGE, CITY OF
MUSKEGON, CITY OF MUSKEGON HEIGHTS, CITY OF NORTH SHORES AND
MUSKEGON CHARTER TOWNSHIP

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2009, by and between the County of Muskegon acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY and Fruitport Village, City of Muskegon, City of Muskegon Heights, City of Norton Shores and Muskegon Charter Township, acting by and through their respective governing bodies, hereinafter referred to as MUNICIPALITIES, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS the MUNICIPALITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and MUNICIPALITIES agree as follows:

Section 1.

_____ will serve as the applicant/fiscal agent for joint funds under this grant.

Section 2.

Each of the MUNICIPALITIES agrees to provide the COUNTY 20% of their Eligible Individual Allocation rounded to the nearest whole dollar, resulting in final allocations as follows:

Muskegon County:	110,293
Fruitport Village	14,634
City of Muskegon	174,535
City of Muskegon Heights	92,503
City of Norton Shores	19,602
Muskegon Charter Township	<u>20,407</u>
TOTAL	431,974

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the MUNICIPALITIES other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any right in any party not a signatory hereto.

For Fruitport Village:

For the City of Muskegon:

For the City of Muskegon Heights:

For the City of Norton Shores:

For Muskegon Charter Township:

For Muskegon County
